



International Paper Leasing Corporation

220 EAST 42ND ST., NEW YORK, N.Y. 10017, PHONE 212 490-6107

KEVIN B. COYNE
Vice President

10685-4
RECORDATION NO. 10685
Filed 1425

JUL 31 1979 - 11 15 AM
INTERSTATE COMMERCE COMMISSION

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9-212A020
INTERSTATE COMMERCE COMMISSION

JUL 31 1979
Date
Fee \$ 50.00
ICC Washington

Interstate Commerce Commission
Washington, D.C.

Gentlemen:


Enclosed please find three counterparts of a lease between International Paper Leasing Corporation, 220 East 42nd Street, New York, N.Y. 10017, as Owner and Lessor and the Longview, Portland and Northern Railway Company, 465 Industrial Way, Post Office Box 579, Longview, Washington 98632, as Lessee covering one-hundred (100) 70-ton, 52' 8" Single Sheath Box Cars with 16' Double Sliding Doors, 70-ton Standard Snubbed Type Trucks of Grade "B" Cast Steel with 3-11/16" Spring Travel, Roller Bearings and One-Wear Steel Wheels (the "Cars") together with three counterparts of an Assignment of Lease, transferring to IPCC Transportation Services, Inc., all of the right, title and interest of International Paper Leasing Corporation to the forementioned lease.

These Cars carry LP & N identification markings, LPN 52000 to LPN 52099 both numbers inclusive.

The statutory fee for service is enclosed.

If additional information is required for proper registry, please contact the undersigned or Mr. Allen H. Harrison, Jr., Esq., Wilmer, Cutler & Pickering, 1666 K Street N.W., Washington, D.C. 20006.

Very truly yours,


Kevin B. Coyne
Vice President

KBC:jam

Enclosure

FEE OPERATION BR.
I.C.C.

JUL 31 11 01 AM '79

RECEIVED

Chas. L. Salvi

JUL 31 1979 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

We hereby sell, assign, transfer and convey to IPCC TRANSPORTATION SERVICES, INC. (herein "Assignee"), its successors and assigns, without recourse except as hereinafter provided, the lease (herein the "Lease"), covering SEE SCHEDULE ATTACHED HERETO dated as of December 1, 1978 between the undersigned Assignor and LONGVIEW, PORTLAND & NORTHERN RAILWAY COMPANY, a Washington corporation, Post Office Box 579, Longview, Washington, as obligor, and all payments due and to become due thereunder and all right, title and interest of the Assignor in and to the property described in said Lease and all Assignor's rights and remedies thereunder, and the right either in Assignee's own behalf or in Assignor's name to take all such proceedings, legal equitable, or otherwise, that we might take, save for this assignment.

We warrant that said Lease and all related instruments are genuine, enforceable and the Lease is the only one executed with respect to said property; all statements therein contained are true; the property described in said Lease has been delivered to, and accepted by, obligor in condition satisfactory to obligor, and Assignor will comply with all its warranties and other obligations to obligor.

We hereby agree to indemnify, hold safe and harmless from and against and covenant to defend the Assignee against any all claims, costs, expenses, damages and all liabilities arising from or pertaining to the use, possession or operation of the said property.

We warrant and represent that the Lease is in full force and effect and that we have not assigned or pledged, and hereby covenant that we will not assign or pledge, so long as this instrument of assignment shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than Assignee, its successors or assigns.

We hereby constitute Assignee, its successors and assigns, our true and lawful attorney, irrevocably, with full power (in our name or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all rents and claims for money due and to become due under, or arising out of this Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to Assignee or any subsequent assignee seem necessary or advisable, all without affecting our liability in any manner whatsoever.

We shall have no authority, without Assignee's prior written consent, to accept payments or other collections repossess or consent to the return of the property described in said Lease, or modify the terms of said contract.

Dated this 26 day of July, 1979.

WITNESS, our hand and seal.

(Corporate Seal)

INTERNATIONAL PAPER LEASING CORPORATION,
Assignor

BY: 

KEVIN E. GALT
VICE PRESIDENT

TITLE:

(Typed Name & Title of Signatory)

SCHEDULE

One-hundred (100) 70-ton, 52' 8" Single Sheath Box Cars with 16' Double Sliding Doors, 70-ton Standard Snubbed Type Trucks of Grade "B" Cast Steel with 3-11/16" Spring Travel, Roller Bearings and one-Wear Steel Wheels (the "Cars").

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STATE OF *New York*,)
) ss.:
COUNTY OF *New York*)

On this 30th day of July 1979, before me personally appeared Kevin B. Coyne, to me personally known, who, being by me duly sworn, says that he is Vice President of International Paper Leasing Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

R. Ellen Patti-Avellino
Notary Public

(Notarial Seal)

ELLEN PATTI-AVELLINO
Notary Public, State of New York
No. 24-4646747
Qualified in Kings County, NY
Commission Expires March 30, 1981